

**AGREEMENT BETWEEN**

**BOROUGH OF LONGPORT**

**-AND-**

**THE BOROUGH EMPLOYEES  
ASSOCIATION**

**January 1, 2012 to December 31, 2014**

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## **AGREEMENT**

A. **THIS AGREEMENT** entered into by and between the **BOROUGH OF LONGPORT**, in the County of Atlantic, a Municipal Corporation of the State of New Jersey, hereinafter called the "**Borough**", and the **LONGPORT BOROUGH EMPLOYEES ASSOCIATION**, duly appointed representative of the white collar workers of the Borough of Longport, hereinafter called the "**Association**."

B. Throughout this Agreement, reference to either gender shall be deemed to mean reference to both genders.

**WITNESSETH**

**WHEREAS**, the Employer recognizes the Association as the collective bargaining representative for the Employees covered by this Agreement as hereinafter provided; and

**WHEREAS**, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of the Employer as well as of its Employees and to avoid interruptions and interferences with services and to set forth herein their agreement covering rates of pay, hours of work and conditions of employment; and

**WHEREAS**, this Agreement is entered into pursuant to the provisions of Chapter 123, Laws 1974 (N.J.S.A. 34:13A-5.1 et seq.) of the State of New Jersey to promote and ensure harmonious relations, cooperation, and understanding between the Borough and Employees; to prescribe the rights and duties of the Borough and Employees; to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interests of the people of the Borough of Longport.

**NOW, THEREFORE**, in consideration of the mutual covenants herein considered, the parties hereto agree as follows:

## ARTICLE 1

### RECOGNITION

A. The Employer hereby recognizes the Association as the exclusive bargaining agent for the purposes of collective negotiations of all regularly employed full-time white collar employees employed by the Employer in the following classifications only:

Municipal Court Administrator

Deputy Court Administrator

Specifically excluded are all other personnel not specifically included above.

B. Whenever the word "Employee" is used in the Agreement, it shall be deemed to mean the Employees in the bargaining unit covered by this Agreement.

## **ARTICLE 2**

### **PROBATIONARY PERIOD**

A. During the first six (6) months of continuous employment, an employee shall be considered a probationary employee, and the Employer may terminate his or her employment within that time without challenge, of either the employee or the Association, and without resorting to any grievance procedures or any other hearing procedure.

B. The Employer agrees to review the performance of an employee approximately three months after hire; the employee will be given a copy of the review, and have an opportunity to place comments upon it.

## **ARTICLE 3**

### **MEDICAL INSURANCE**

A. The current Medical Insurance Plan (Blue Cross/Blue Shield) shall be Described in Chapter 2, P.L. 2010. The current Prescription, Dental Plan and all other insurances currently in effect shall be continued in consistent with Chapter 2, P.L. 2010.

B. In the event the Employer seeks to modify or alter Insurance Plans, said change or modification shall be limited to plans which are substantially equivalent to the state employee benefits plan. In the event that the Employer intends such a change, then the Association shall be provided with a minimum of thirty (30) calendar days of notice of such intended change and at said time of notice, the Association shall be afforded complete and reasonable access to any proposal, including but not limited to, a complete summary plan description of the modification intended and such other materials as may be required to fully evaluate and understand the insurance plans then in effect.

## **ARTICLE 4**

### **NON-DISCRIMINATION**

A. The Borough and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, age, national origin or political affiliation.

B. The Borough and the Association agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Borough or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

## **ARTICLE 5**

### **ASSOCIATION BUSINESS**

A. The Employer's sole responsibility in the administration of all Association matters shall be with the Shop Steward. Wherever notice is required to the Association, and whenever official dealings with the Association are required, the Shop Steward shall be the designated representative of the Association for such matters which take place at the work place.

B. In accordance with Paragraphs C and D, below, the Shop Steward shall be given an opportunity to engage in the adjustment of the grievances as provided for under the Grievance Procedure herein with the Employer's representatives. The Shop Steward shall not be compensated for time spent handling grievances, unless involved in meetings with management.

C. The Shop Steward shall not leave his or her job without the permission of his or her Supervisor, and shall not contact another employee on Association business while that employee is on duty without prior permission of that employee's Supervisor and his or her own, unless on authorized break.

D. Under no conditions shall the Shop Steward interfere with the performance of the work of others.

- E. The Shop Steward has no authority to give orders regarding work to any person employed by the Employer, by virtue of his or her position as Shop Steward.
- F. The Association shall notify the Employer immediately following the selection or replacement of its Shop Steward.

## **ARTICLE 6**

### **BULLETIN BOARD PRIVILEGES**

The Employer shall supply one bulletin board to be located in a non-public area of the premises for the use of the Association to post official announcements relative to meeting dates and other Association business. All notices are to be signed by the Shop Steward or other duly authorized representative, and there will be no posting of any notices not related to legitimate Association business.

## **ARTICLE 7**

### **LONGEVITY**

A. Each employee who was employed prior to January 1, 1994 shall be entitled to longevity benefits computed on said employees' base salary based upon years of continuous service with the Borough.

The following schedule shall apply:

#### **UPON COMPLETION OF:**

Five (5) years of service:	Two (2%) percent
Ten (10) years of service:	Four (4%) percent
Fifteen (15) years of service:	Six (6%) percent
Twenty (20) years of service:	Eight (8%) percent
Twenty-five (25) years of service:	Ten (10%) percent

All longevity payments shall be included as part of base pay.

B. Employees hired on or after January 1, 1994 shall not be entitled to any longevity payment.

C. Effective January 30, 2007, employees shall receive longevity benefits in accordance with the terms set forth in the Employer's Personnel Policies and Procedures Manual.

## **ARTICLE 8**

### **WAGES, HOURS AND OVERTIME**

A. During the term of this contract, the existing members of the Bargaining Unit will have an annual salary in accordance with the table below.

Effective Date	Court Administrator	Deputy C.A.
January 1, 2012	\$63,422.56	\$34,000.00
January 1, 2013	\$65,735.78	\$34,510.00
January 1, 2014	\$66,721.82	\$35,028.00

\*The salary for the Deputy C.A. may be increased by administration in the amount not to exceed \$3500 upon that individual receiving the state certification for that particular position.

C. Any employee hired after January 1, 2007 will be hired at the Borough's then current wage rate scale of clerk typist and remain on that scale until the later of one year from date of engagement or until the individual is appraised as being fully competent to function as a Deputy Court Administrator.

- D. The normal work week for all employees shall be 37.5 hours, consisting of 7  $\frac{1}{2}$  hours per day inclusive of a one (1) hour paid lunch period.
- E. Overtime at time and one half (1 1/2) the base rate shall be provided only for authorized work in excess of forty (40) hours per week.
- F. Any time not properly recorded shall be considered as time not worked.
- G. All employees shall work overtime when requested by the employer.
- H. The Employer reserves the right to schedule or reschedule employees in accordance with its needs. This right specifically includes, but is not limited to, scheduling evenings, Saturdays and/or Sundays as normal work hours or days if deemed necessary by the Employer. Excess work between the 37.5 and 40<sup>th</sup> hour in a week shall not be compensated for over and above the normal weekly salary.
- I. In the Employer's discretion, overtime may be payable in compensatory time off, at the same rate, subject to such limits and regulations as the Employer may determine.

## **ARTICLE 9**

### **HOLIDAYS**

A. For each year of this Agreement the following twelve (12) holidays shall be observed:

1. New Years Day	8. Columbus Day
2. Martin Luther King Day	9. Veteran's Day
3. President's Day	10. Thanksgiving Day
4. Good Friday	11. Day after Thanksgiving Day
5. Memorial Day	12. Christmas Day
6. July 4 <sup>th</sup>	
7. Labor Day	

B. If the Facilities (or part) remains open for service during any of the above holidays, at the discretion of the Mayor and Commissioners, employees who are required to work on holidays shall be given compensatory time, which shall be taken as arranged with the Mayor and Commissioners on a straight time basis (subject to Article 8, Paragraph F).

C. Any employees who are required to work on a holiday shall receive no additional compensation other than the compensatory time as defined in Paragraph "C" above, and their base pay rate.

D. The Employer shall have the option, if a holiday falls on a Saturday or Sunday, to celebrate such holiday on the previous Friday, or the following Monday.

E. In order to receive holiday compensation, staff must work the day before and the day after the holiday. If an employee is scheduled to work on a holiday, failure to do so may be grounds for disciplinary action.

F. Effective January 30, 2007, employees shall be eligible for Holidays in accordance with the terms set forth in the Employer's Personnel Policies and Procedures Manual.

## **ARTICLE 10**

### **VACATIONS**

A. Annual vacations shall be provided to those members of the bargaining unit who were employed prior to January 1, 1994, in accordance with the following schedule:

After the first (1 <sup>st</sup> ) calendar year of continuous service through the fifth (5 <sup>th</sup> ) year of service	Fourteen (14) working days
After five (5) years of continuous service	Twenty-one (21) working days
After ten (10) years of continuous service	Thirty (30) working days

B. Annual vacations shall be provided to those members of the bargaining unit who were employed on or after January 1, 1994 in accordance with the following schedule:

After the first (1 <sup>st</sup> ) calendar year of continuous service	5 working days
After two (2) years of continuous service	10 working days
After five (5) years of continuous service	15 working days
After ten (10) years of continuous service	20 working days

C. Vacation entitlement shall be prorated for any service less than a full year.

D. Vacation allowance must be taken during the current calendar year at the time permitted unless, due to the request of the Employer, it is deferred to the following year.

E. Scheduling of all vacations shall be at the discretion of the Mayor and Commissioners. Employee preference and/or seniority rights will be honored to the extent that they do not interfere with the administration and/or operation of the Employer.

F. Pay for vacation period consists of regular base pay only, excluding overtime, premium pay or pay of any other type.

G. The Employer may, in its discretion, allow an employee to take vacation time prior to its being earned. In such event, it may be withheld from the employee's final paycheck(s), should the employee not earn the time.

H. Any vacation not taken by the end of the year shall be forfeited, unless the Employer requested the delay. In that event, the time may be taken later, pursuant to paragraph "D".

I. Effective January 30, 2007, employees shall be eligible for vacation benefits in accordance with the terms set forth in the Employer's Personnel Policies and Procedures Manual.

J. Effective January 30, 2007, an Employee may, at his/her option, participate in a vacation buy back of ten (10) vacation days per calendar year. Employees choosing to participate in the vacation buy back must submit a written request to the Borough no later than March 31 of the year the buy back is requested. At the Borough's sole discretion, it may accept, modify or reject the buy back request provided that if a request is modified or rejected, it will be on reasonable basis

## **ARTICLE 11**

### **SICK LEAVE / PERSONAL LEAVE**

A. During the first year of employment, employees shall accumulate sick leave on the basis of one (1) day per month. In the second and subsequent years of employment, employees shall be entitled to fifteen (12) sick days each year, which shall be credited to them each January 1<sup>st</sup>.

B. Sick leave refers to the absence of an employee due to personal illness, injury or accident, and may include absence due to illness in the immediate family (mother, father, spouse or child). Sick leave not used shall accumulate and be carried forward for use in successive calendar years for valid medical need.

C. The Mayor and Commissioners may require proof of the need for sick leave or a physical examination whenever such requirement appears desirable, based upon a suspicion of abuse.

D. In the event of the absence of an employee, such employee shall notify the Employer at least one (1) hour prior to their scheduled shift.

E. Failure to report absences properly may be deemed grounds for refusal to grant sick leave and/or for disciplinary action.

F. Sick leave may be used in minimum half day blocks only.

G. Unused accumulated sick time to a maximum of ninety-days (90) days shall be compensated for upon retirement at the then-current daily value. This will be given in either paid compensation or as terminal leave, in the Employer's discretion. It

is agreed that any compensation or time granted under this Paragraph will include only base pay, and not stipends for additional assignment or other extra pay of any kind. Any member of the bargaining unit who has accumulated more than ninety (90) sick days as of January 1, 1994 shall not lose the days above ninety (90); they will not, however, be allowed to accumulate any additional unused sick time for the purpose of compensation.

H. Effective January 30, 2007, Employees shall be eligible for sick leave benefits in accordance with the terms set forth in the Employer's Personnel Policies and Procedures Manual.

I. Employees whose accumulated sick leave exceeds fifty (50) days may apply annually by February 28 (for budget purposes) to cash out up to five (5) days sick leave in any calendar year. These payments shall not be used for pension purposes or included in annual salary. These payments will be made by December 1<sup>st</sup> of that year.

J. Employees are entitled to 3 personal days per year and any unused days are forfeited at the end of each calendar year.

## **ARTICLE 12**

### **UNPAID LEAVE OF ABSENCE**

- A. At the discretion of the Mayor and Commissioners, any employee may be granted a leave of absence without pay.
- B. An employee on leave of absence without pay, except Military Leave, State Family Leave and Federal Family and Medical Leave does not accrue vacation leave, sick leave, or any other benefits. No payments will be made to any pension plan or health plan during this leave of absence, except where required by law.
- C. A leave of absence shall not exceed ninety (90) days at length, after which it may be reconsidered and any requested extension may either be granted or denied.
- D. Employees are required to notify the Employer of the anticipated date of return, as soon as such date is known to the employee, but in no event less than sixty (60) days prior to such date. Failure to return on such date without notice shall be considered a voluntary resignation.
- E. The Employer shall have sole discretion in matters of leaves of absence, excepting Military Leave, State Family Leave and Federal Family and Medical Leave and each decision made shall be on its own merits.
- F. Effective January 30, 2007, Employees shall be eligible for leaves of absence benefits in accordance with the terms set forth in the Employer's Personnel Policies and Procedures Manual.

## **ARTICLE 13**

### **STATUTORY LEAVES**

Military Leave, State Family Leave and Federal Family and Medical Leaves shall be administered in accordance with applicable law as set forth in the Employer's Personnel Policies and Procedures Manual.

## ARTICLE 14

### BEREAVEMENT

A. All employees covered by this agreement shall be entitled up to (5) consecutive calendar days leave with no loss in regular pay upon the death of a member of his/her immediate family, with the consent of the department supervisor. Such time shall be taken within a reasonable time of the death. In the case of the death of an employee's child or spouse, up to two (2) additional days shall be provided, to a total of seven (7).

B. Immediate family, for the purposes of this Article, shall include spouse, Civil union partner, children, parents, siblings, grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchild, niece, nephew, aunt, uncle or any person related by blood or marriage residing in employee's household.

C. Such funeral leave shall not be charged against the employee's vacation or sick leave.

D. Any extension of absence under this Article, however, may at the employee's option and with the consent of the Commissioner-in-Charge of the Department be charged against available vacation time or be taken without pay for a reasonable period.

E. In the case of unusual circumstances not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Commissioner in-Charge of the Department. Said extension shall be at the discretion of the Commissioner and at the request of the employee involved by chargeable to available sick leave; such a request shall not be unreasonably denied.

## **ARTICLE 15**

### **MISCELLANEOUS PROVISIONS**

A. This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to negotiations.

B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

D. The Borough and Association acknowledge that pursuant to the New Jersey Employer-Employee Relations Act, proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established.

## **ARTICLE 16**

### **MANAGEMENT RIGHTS**

A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to and after the signing of this Agreement, including but without limiting the generality of the foregoing of the following rights:

1. The executive management and administrative control of the Employer and its properties and facilities, and the on-the-job activities of its employees;
2. To hire all employees and to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for just cause;
4. To establish a code of rules and regulations including a Personnel Policies and Procedures Manual;
5. To make all decisions relating to the performance of the Employer's operations and maintenance activities, including but not limited to the methods, means, processes, materials, procedures and employees to be utilized;
6. To establish any new job qualifications, classifications and content.
7. To change the job descriptions, assignments and duties of any classification;

8. To determine the work performance levels and standards of performance of the employees;

9. To take any actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance;

10. To assign work as it determines will benefit the Employer and/or the clients it serves; and

11. To utilize the services of a contractor when, in the sole judgment of the Employer, such services would be more efficient.

B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, the establishment or change in any term or condition of employment, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this Agreement , applicable federal and state law.

C. Nothing contained herein shall be construed to deny or restrict the Employer in its exclusive right to administer itself and control the work of its personnel nor to deny or restrict the Employer in any of its rights, responsibilities and authority under any national or state laws or local ordinances.

D. The failure to exercise any of the foregoing rights shall not be deemed to be a waiver thereof.

E. The Association, on behalf of the Employees, agrees to cooperate with the Employer to attain and maintain full efficiency and the Employer agrees to receive and consider constructive suggestions submitted by the Association toward these objectives.

## **ARTICLE 17**

### **NO-STRIKE PLEDGE**

A. The Association covenants and agrees that during the term of this Agreement and during negotiations of a Successor Agreement, neither the Association nor any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in any strike, work stoppage, slowdown, walk-out or other job action against the Employer or any of its employees. The Association agrees that such action would constitute a material breach of this Agreement.

B. The Association agrees that it will take all reasonable actions to prevent its members from participating in a strike, work stoppage, slowdown or other activity aforementioned, including, within twenty-four (24) hours of the action, publicly disavowing the action, and advising the employer, in writing, that the Association did not call for or sanction the action. The Association shall also notify the employees of its disapproval of the action and advise them, in writing, to immediately cease and return to work immediately.

C. In the event of a strike, slowdown, walk-out or any other job action, it is covenanted and agreed that participation in such activity by any Association member may be deemed grounds for disciplinary action, including termination of employment of such employee or employees.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for an injunction or damages, or both, in the event of such breach by the Association or any of its members.

## **ARTICLE 18**

### **GRIEVANCE PROCEDURE**

#### **A. DEFINITIONS**

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the express terms of this Agreement or administrative decisions affecting terms and conditions of employment, and may be raised by an individual unit employee, a group of unit employees, or the Association.

#### **B. PURPOSE**

The purpose of this grievance procedure is to secure an equitable solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall by-pass any step of the grievance procedure except as expressly provided herein and any failure to prosecute a grievance within the time periods provided shall stop the grievant from prosecuting the grievance. This grievance procedure constitutes the sole and exclusive method for raising and disposing of controversies within the definition of the term.

#### **C. PROCEDURE**

##### **1. Step One – Immediate Supervisor**

(a) A grievant must file his/her grievance in writing with the immediate Supervisor of the Department within ten (10) working days of the occurrence of the matter complained of.

(b) The written grievance must be signed by the grievant or the Association. It must set forth a statement of the facts constituting the grievance, the approximate time and place of the facts leading to the grievance, and the specific contract provision(s), if any, forming the basis of the grievance, and must set forth the remedy sought by the grievant. Any written grievance failing to comport with the foregoing requirements shall be null and void, need not be processed by the Employer and shall constitute an abandonment of the grievance.

(c) Once a grievance comporting with all the foregoing requirements is timely filed, the Immediate Supervisor of the Department shall investigate the grievance and render a written response, which shall be given to the grievant within ten (10) working days from receipt of the grievance.

## **2. Step Two – Commissioner-in-Charge of the Department**

In the event the grievance is not resolved to the grievant's satisfaction at Step One, or in the event the Immediate Supervisor has not served a timely written response at Step One, then within five (5) working days after the response date set forth in Step One, the grievant may present the written grievance and any written response(s) received at Step One to the Commissioner-in-Charge of the Department. Upon receipt of the grievance by the Commissioner-in-Charge of the Department, the procedures set forth in Step One shall be followed, except that the parties shall meet within fifteen (15) working days and the response period shall be fifteen (15) working days thereafter.

## **3. Step Three – Mayor and Commissioners**

In the event the grievance is not resolved to the grievant's satisfaction at Step Two, or in the event the Commissioner-in-Charge of the Department has not

served a timely written response at Step Two, then within five (5) working days after the response of Step Two, the grievant may present the written grievance and any written responses to the Mayor and Commissioners. Upon receipt of the grievance by the Mayor and Commissioners, the procedures set forth at Step Two shall be followed, except that the meeting will take place within twenty (20) working days.

4. **Step Four - Arbitration**

(a) If the grievance remains unsettled, the Association may, within ten (10) working days after the reply of the Mayor and Commissioners is due, by written notice to the Employer, proceed to binding arbitration. A request for arbitration shall be made no later than such ten (10) working day period and a failure to file within said time period shall constitute a bar to such arbitration unless the Association and Employer shall mutually agree upon a longer time period within which to file such a demand.

(b) The arbitration proceedings shall be conducted by an arbitrator to be selected through the auspices of the New Jersey State Public Employment Relations Commission. The arbitrator shall restrict his inquiry to the standards established by the Agreement and the arbitrator shall be requested to issue his decision within thirty (30) days.

(c) The cost of the arbitrator shall be split equally between the parties.

(d) The arbitrator shall have no authority to add to, subtract from, or in any manner modify the terms of this Agreement. He shall issue a written

award containing his findings of fact and conclusions of law, within the thirty (30) day period aforesaid.

D. Time limits may only be extended by mutual agreement of the parties in writing.

## **ARTICLE 19**

### **EFFECT OF LEGISLATION – SEPARABILITY**

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect, and to lawful regulations, rulings and orders or regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of New Jersey, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

## **ARTICLE 20**

### **REIMBURSEMENT FOR COURSES**

A. Should the Borough request that an employee take any course which deems to be beneficial in the employee's current job assignment, the Borough will reimburse the employee for the full expense of the course.

B. If an employee desires to take such a course, he or she may request permission to take it in advance from the Commissioner responsible; the employee should provide sufficient information about the course so that the Commissioner responsible knows the benefit of the course to the Borough. Such requests will be either granted or denied promptly; if granted, the employee shall be reimbursed for the cost of the course.

D. For the purposes of this Article, injury or illness incurred while the Employee is attending an Employer sanctioned training program, shall be considered in the line of duty.

E. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as to an injury on duty, the parties agree to be bound by the decision of an appropriate Worker's Compensation Judgment, or, if there is an appeal therefrom, the final decision of the last reviewing Court.

F. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

## **ARTICLE 21**

### **WORK INCURRED INJURY**

Where an Employee covered under this Agreement suffers a work-connected injury or disability, such Employee shall be entitled to all applicable benefits under New Jersey Worker's Compensation law. Once an Employee starts receiving temporary disability benefits, the Employer shall then make up the difference between the amount actually received for temporary disability and the Employee's base salary for a period up to one (1) year.

B. The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the Commissioner responsible may reasonably require the said Employee to present such certificates from time to time.

C. In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Worker's Compensation establishing such further period of disability and such findings by the Division of Worker's Compensation, or by the final decision of the last reviewing Court shall be binding upon the parties.

D. For the purposes of this Article, injury or illness incurred while the Employee is attending an Employer sanctioned training program shall be considered in the line of duty.

E. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as to an injury on duty the parties agree to be bound by the decision of an appropriate Workers' Compensation Judgment, or, if there is an appeal therefrom, the final decision of the last reviewing Court.

F. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

G. Effective January 30, 2007, Employees shall be eligible for Worker's Compensation benefits in accordance with the terms and conditions set forth in the Employer's Personnel Policies and Procedures Manual.

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TERM AND RENEWAL

- A. This Agreement shall be in full force and effect as of January 1, 2012; and shall be in effect to and including December 31, 2014.
- B. Notwithstanding paragraph A above, it is agreed that no grievance shall be filed relating to any event which took place prior to the date this Agreement was signed.
- C. The Employer and the Association agree to jointly enter into discussions relative to negotiation of a successor to this Agreement no later than the ninetieth (90<sup>th</sup>) day immediately preceding the termination date of this Agreement.
- D. IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

LONGPORT BOROUGH  
EMPLOYEES ASSOCIATION

By: Andrea Brady Date: 4-17-13

LONGPORT BOROUGH

By: John S. Ward Date: 4-17-13  
Mayor